## SHIMOGA DIVISION.

*Notification dated 10th November 1930.*

It is hereby notified for general information that the exclusive right of collecting Thupre leaves on all Government unoccupied lands, Amrut Mahal Kavals, State Forests, Reserved Lands and Plantations, from the date of confirmation to the end of June 1933 for 3 years will be sold talukwar at the places noted below by the undermentioned Officers on the dates noted against them :—

| Name of taluk | Place of sale | Date of sale | Officer conducting the sale |
|---|---|---|---|
| Shimoga .. .. | Forest Sub Division Office, Shimoga. | 24th November 1930 .. | Sub-Assistant Conservator of Forests, Shimoga Sub-Division. |
| Honnali .. .. | Honnali .. .. | 25th do .. | Do do |
| Kumsi Sub-Taluk .. | Ayanur Range Office .. | 27th do .. | Do do |
| Ripponpet Range .. Thirthanalli .. .. | Thirthahalli, Sandal Koti | 28th do .. | Range Officer, Agumbe |

*N.B.*—(*a*) Government have reserved their power of issuing individual licenses for *bona fide* local consumers.

(*b*) Excludes the produce of village Amarayi, Inam, Jodi, Kayamgutta, Sarvamanya and other lands which are in the occupancy of private individuals as well as Village Forests.

1. The auction sale will commence at 2 P.M., and if it is not concluded on the same day, it will be continued on the next following day.

2. Defaulters on account of previous leases will not be permitted to bid.

3. Intending bidders must be in possession of a certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate, provided the full lease amount and cesses are paid as once.

4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10 which must be in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.

5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the District Forest Officer or the Conservator of Forests as the case may be, who at his discretion, may accept or reject the highest bid or any other bid without assigning any reason therefor.

6. The successful bidder shall, at the close of the sale, pay up the one-fourth sale amount together with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourth of sale amount within a week from the date of receipt of the confirmation order. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom. Interest at 9 per cent will be charged in all arrears of lease amount.

N.B.—If the deficit be not paid, it will be recovered as a revenue demand.

7. If the sale is not confirmed, the amount paid will be refunded.

8. The accepted bidder shall execute an agreement within fifteen days of the information of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth of the sale amount; in default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

*Further conditions to be entered in the agreement* :—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The essee shall work out the lease himself and not transfer or sub-let it to others wthout the previous sanction of the District Forest Officer or the Conservator of Forests as the case may be.

(*c*) The lssee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*d*) The oolies employed by the lessee must take permission from the Range Officer bore they enter State Forests.

(*e*) Thelessee shall keep and render accounts every month to the District Forest Officer or Sub-Division Officer, of the produce collected and removed by him or is agents during the month. His accounts will be liable for the inspection of he Conservator of Forests or the District Forest Officer or by any other officer eputed by either of them.

The lessee shall be considered a wholesale dealer for the collection and export of the laves and shall not interfere with licenses issued by the department for small uantities of leaves for *bona fide* local bedi manufacturers. (*Vide* G. O. No. 8079-89—Ft. 314-26-2, dated 21st March 1927) and G. O. No. S. 499-507—F. 70-27-2, dated 27th August 1927.

(*f*) The lessee shall remove out of the limits of the Taluk all produce collected and sold under the terms of the lease before the close of the official year.

(*g*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset. Contractor shall remove the produce with a pass obtained from the Range Officer.

9. In the event of breach of any of the above conditions, the lease will be liable to be cancelled, deposit forfeited and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

10. Interest at 9 per cent will be charged on all the belated payments from the date on which they fall due.

C. A. JABBAR,
*District Forest Officer.*

## BHADRAVATI FOREST DIVISION.

### SALE OF TIMBER.

*Notification dated 3rd November 1930.*

The undermentioned quantities of old stock of timber will be sold by public auction under the following conditions at the following Depot of the Narasimharajapura Sub-Division, by the District Forest Officer, or by any other officer deputed by him for the purpose on the date noted against each Depot :—

| Serial No. | Name of depot | Description of timber more or less | | | | Other kinds | Date of sale | Place | Remarks |
|---|---|---|---|---|---|---|---|---|---|
| | | Teak | Matbi | Honne | Bite | | | | |
| | | C.ft. | C.ft. | C.ft. | C.ft. | C.ft. | | | |
| 1 | Bommenahalli Siding. | 346 | 289 | .. | 17 | 703 | 25th November 1930. | Narasimharajapura. | |
| 2 | Agasanahadlu .. Chisagerahar | .. | 426 | .. | .. | 288 | | | |
| | | .. | .. | 71 | .. | 5,775 | 27th November 1930. | Chikagrahara | |
| 3 | | | | | | | | | |

*Conditions.*

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale. But defaulters to the department will not be allowed to bid at the sales.

In the case of purchasers of timber in small quantities full value thereof will be accepted, if tendered on the spot and the payment of deposit in such cases will not be insisted.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. The highest bidder shall ordinarily be the purchaser, but the officer conducting the sale, can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sale of which the amount exceeds Rs. 1,000 in each case is subject to the confirmation by the Conservator and in other cases to that of the District Forest Officer.

5. After conclusion of the sale, each purchaser shall pay the full sale amount in cash including the earnest money deposit as per clause 1 *supra* to the officer conducting the sale and obtain in return from him a receipt vouching for the payment. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be fofeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not prticipate in any profit from such resale. The amount due by such defaulter on account of oss from resale shall be recovered from him as a revenue demand under section 79 of th Mysore Forest Regulation. In calculating such losses, the initial deposit forfeited to Goveament shall not be taken into account.

In cases of resales for default of payment of value where no bidders ar forthcoming, it will be open to the District Forest Officer to fix such price as may appe to him to be reasonable and to proceed for the recovery from the defaulter of the balane if any, after deducting the price so fixed from the original sale amount. A registered notice will be